

Cyprus Status

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Dear Mr. President:

You will recall our recent conversations relating to personnel of the United States Mission in Cyprus. As you know, at present we are operating on the basis of your letter of January 11, 1960, to the American Consul General stating that the United States radio facilities established in Cyprus during the period of British sovereignty are welcome in Cyprus. Your letter further stated that the existing arrangements providing for the operation of the radio stations and the status of personnel assigned to them would continue, subject to the proviso that subsequent to independence these arrangements might be reviewed and formalized in a new agreement upon request of either the United States Government or the Republic of Cyprus.

On the basis of our conversations, I believe that the two governments are now agreed on the desirability of such a new agreement. I have the honor, accordingly, to confirm the following understandings of my Government on the subject:

A. The United States Government is authorized to maintain in Cyprus communications facilities as outlined in this agreement.

B. The United States Government is authorized to assign such personnel to the United States Mission in Cyprus as are required to maintain and operate the said communications facilities. Personnel are employed at the Embassy in

State Dept. review completed

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Nicosia; in the Foreign Broadcast Information Service (FBIS) at Karavas; and in the Regional Radio Office (RRO) of the Department of State at Yerolakkos and Mia Milea.

C. The United States Government is authorized to maintain communications facilities at the following sites, as well as at such additional sites as may from time to time be mutually agreed:

1. Karavas
2. Yerolakkos
3. Mia Milea

D. Authorization to use a site for a communication facility is understood to include, in particular, the following:

1. The authority to establish, maintain, and operate radio, landline, high frequency, very high frequency, ultra high frequency, and microwave communications networks.
2. The authority to station the necessary operating and administrative personnel at the sites.
3. The authority to establish "Restricted Areas" and to provide internal security therefor using United States guards for the purpose of maintaining the necessary physical security as required.

E. Radio frequencies currently in use by the United States authorities in connection with the communications

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facilities will continue to be registered in accordance with existing arrangements. New radio frequencies which may be required for the future operations of the communications facilities will be appropriately registered by the United States, and the Government of Cyprus will be notified of the registration.

F. For the purpose of the present agreement, the terms applied to various categories of personnel shall conform to the definitions contained in Article 1 of the Vienna Convention on Diplomatic Relations signed on April 18, 1961.

1. (a) Senior officials bearing diplomatic passports and duly notified to the Government of Cyprus as officers of the Embassy are diplomatic agents.

(b) Other United States personnel are members of the administrative and technical staff of the Mission.

2. Privileges and immunities of the above-mentioned categories of personnel shall be in accordance with the provisions of the Vienna Convention on Diplomatic Relations, except to the extent modified below.

G. 1. In recognition of the fact that by reason of the location of the communications center in Cyprus the size of the United States Mission is sufficiently large

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to create an administrative problem with regard to certain local facilities, it is agreed that notwithstanding any privileges and immunities United States personnel are entitled to under this agreement, the following ~~procedures~~^{arrangements} will apply in the future:

(a) The United States Embassy will continue the current practice of requesting waivers of immunity from the United States Government for official United States personnel and their families in routine court cases such as parking tickets and minor traffic violations.

(b) Exemption will not be claimed insofar as the administrative and technical staff of the Mission is concerned in connection with fees for

- (1) driving licenses
- (2) vehicle registration
- (3) vehicle license plates
- (4) wireless and television licenses

2. (a) It is agreed that a special postal office may be maintained by the Mission for the sole purpose of handling official mail and personal mail of United States personnel and their families.

(b) In order to simplify administrative

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procedures, it is agreed that customs or other import duties will not be collected by the Government of Cyprus ^{on articles received by} ~~insofar~~ as technical and administrative personnel of the Mission ~~are concerned with the receipt of articles~~ for personal use through the special postal office or by purchase in the commissary, subject to the proviso that:

- (1) use of these facilities will be restricted to United States personnel of the Mission and their families; *and*
- (2) goods are not for resale; and
- (3) such receipts or purchases will be kept within reasonable limits; *and*
- (4) apart from the receipt or purchase of such articles, United States personnel will ~~be encouraged to~~ continue to purchase from local sources in view of the benefit of such action to the Cyprus economy.

H. 1. In order to assist the United States Government in the effective utilization of the communications facilities, the Government of Cyprus undertakes:

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(a) to assume responsibility for the existing leasing arrangements, including reimbursement of private landlords; ~~at the expense of the United States;~~ and

(b) to acquire on behalf of and at the expense of the United States, such interests in additional land in Cyprus as may be required to permit the proper functioning of the communications facilities; and

(c) to assume responsibility for insuring, ~~at the expense of the United States,~~ such quantities of water for the said facilities as the Mission may request; and

~~(d) to assume responsibility for insuring, at the expense of the United States, such quantities of electricity for the said facilities as the Mission may request; and~~

l (e) to insure continuing free access to and egress from the communications facilities; and

l (f) to provide adequate police and fire protection; and

f (g) to take such measures as are necessary to insure that the United States is able to operate communications equipment at the agreed sites without electrical or electronic interfer-

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ence from devices in the immediate area or from local radio stations operating on or near frequencies ^{of particular interest to} ~~utilized~~ by the United States communications center; and

g (h) to provide, at the request of the Mission, physical security measures around the outer periphery of the agreed sites.

2. Subject to the availability of appropriations, the Government of the United States will reimburse the Government of Cyprus up to an amount of _____ annually for the life of this agreement for assistance rendered pursuant to the undertakings in Paragraph (1) above, ^{including the cost of} ~~exclusive of~~ the rental to private landlords and ~~of the cost of acquiring interests in additional land if needed.~~

My Government will consider that this letter and your reply thereto constitute an agreement between the two governments to be effective on the date of your letter for a period of ^{ten} ~~twenty~~ years, ^{and thereafter to be} subject to termination by either government on one year's notice ~~after the agreement has been in force for ten years.~~

Fraser Wilkins
Ambassador of the United States

L: L/NEA: DAWehmeyer:tdo 10/23/63

Draft as finally sent to
Nicosia. This is the basis
of Ambassador Wilkins'
comments in Telegram # A-26,
Ambassy Nicosia, date 2 Dec 63.